

Type of Service	Amount of Reimbursement Based On
b. Follow-up visits	\$15.00
18. Transportation	As charged
19. Immunizations and injections (If cost of injectible material exceeds \$1.00, add \$2.00 and identify material.)	\$3.00
Oral Polio	\$1.00

This Interagency Agreement shall take effect on the 1st day of April, 19 84, by and between the STATE OF HAWAII, by its Department of Social Services and Housing, hereinafter referred to as "DEPARTMENT" and the Department of Health, hereinafter referred to as "PROVIDER".

I. INTRODUCTION

A. Purpose

Pursuant to 42 C.F.R. 431.615(c) which implements section 1902(a)(11) and (22) of the Social Security Act by setting forth State Plan requirements for arrangements and agreements between the Medicaid agency and State health agencies, this Agreement shall establish and maintain an interagency program coordination and a provider third party reimbursement arrangement in order to insure health care benefits for persons who are determined eligible for Medicaid and who, ipso facto, meet the standard of eligibility for DOH services under this Agreement.

This Agreement sets the policies which enables the DEPARTMENT and the respective PROVIDER programs to enter into individual agreements for specific medical services which is referred to as "Attachments".

B. Mutual Objectives

There is a mutual recognition that the programs of the PROVIDER and the DEPARTMENT have a similarity of purpose in providing optimal health care services to the maximum number of persons who are faced with selected medical needs. This mutual objective can be best achieved by the establishment of an interagency cooperative arrangement under which the fiscal

SUPPLEMENT TO ATTACHMENT 4.16A

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431.610 per Jan 24 to 3/86

resources and services of the respective programs are coordinated both at the State and local levels.

C. Description Of Functions

1. The PROVIDER has general charge, oversight, and care of the health and lives of the people of the State. The PROVIDER administers the State's programs implemented under the Department of Health and which are included in the State Plan approved under this section of the Social Security Act.
2. The DEPARTMENT, through its Public Welfare Division, administers the Medical Assistance Program (Medicaid) under Title XIX of the Social Security Act, a program of comprehensive health care for the needy and the medically needy, on a statewide basis. Its chief responsibilities with respect to this program are determination of financial eligibility of persons for medical assistance, maintenance of utilization reviews and other methods of quality, quantity, and cost controls, making vendor payments for services which are within the scope and content of care provided under the program, identifying Medicaid recipients in need of preventive medical or remedial care and services, and encouraging comprehensive and continuous care to mutual recipients through early identification of Medicaid recipients.

II. SERVICES TO BE PROVIDED

- A. Subject to the continuing availability of Federal and State funds, the PROVIDER, its designee or assignee (hereinafter referred to collectively as PROVIDER), shall provide on a continuing basis:
1. services for establishing and maintaining health and other standards for institutions participating in Medicaid, and
 2. furnish Title V covered services to appropriate DSSH recipient including:
 - (a) maternal and child health services,
 - (b) crippled children's services,
 - (c) maternal and infant care services, children and youth projects, and
 - (d) projects for the dental health of children.
 3. survey and certification of long-term care medical facilities, and
 4. other services mutually agreed to by the DEPARTMENT and PROVIDER.

III. PAYMENT

- A. The Medicaid agency shall reimburse the PROVIDER for the cost of services furnished eligible Medicaid recipients by or through the grantee in accordance with established Medicaid methods and rates as described in the State Plan.
- B. The PROVIDER further agrees that no additional fees for services will be charged to Medicaid eligible recipients for services provided under the terms of this Agreement.

- C. Payment by the DEPARTMENT shall be made to the PROVIDER through its fiscal agent where appropriate, upon receipt of a claim form from the PROVIDER, which shall contain the name and case number of eligible persons served by the PROVIDER, the type of service provided, and the cost of providing services to the eligible person. Claim form shall be the same form used by other Medicaid providers. Claim form shall be submitted within twelve (12) months of the date of service for which payment is requested. The failure of the PROVIDER to submit such claims within the specified time period shall result in non-payment of the entire reimbursement amount.
- D. Payments by the DEPARTMENT to the PROVIDER for budgeted services shall be made upon receipt of a certified invoice from the PROVIDER which shall specify services rendered. Payment shall be made by a journal voucher or warrant to the PROVIDER.
- E. The PROVIDER agrees that it shall not request payment for any services provided to any family or individual whose eligibility for services has not been determined by the DEPARTMENT or by the PROVIDER, or any service not specified. Further, payment for services not specifically allowed shall not be paid.
- F. The PROVIDER agrees to refund all payments received from the DEPARTMENT for services which were not rendered or authorized by the DEPARTMENT for any family or individual.

IV. GENERAL PROVISIONS AND CONDITIONS

A. General Provisions

This Agreement is subject to all pertinent provisions of the Social Security Act as amended and Section 346-6, 346-7, and 346-8 Hawaii Revised Statutes as amended.

This system(s) of services and expenditures authorized under this Agreement shall conform to the requirements set forth in Title XIX of the Social Security Act as amended, the Code of Federal Regulations, Title 42, Chapter IV, Health and Human Services, Health Care Financing Administration, Subchapter C, "Medical Assistance Programs", and Hawaii Revised Statutes, and the Regulations of the DEPARTMENT.

B. Other Provisions and Conditions

1. Binding Effect of Federal Regulations and State Plans

This Agreement is subject to the provisions of any other relevant Federal regulations and any relevant provisions of the Hawaii State Plan of the DEPARTMENT submitted to and approved by the United States Department of Health and Human Services.

2. Licensing and Other Quality of Service Standards

The PROVIDER agrees to comply with all State licensing standards, any applicable Federal service standards, and any other standards or criteria established by the DEPARTMENT to assure quality of services.

3. Statement of Compliance with Low Bid Requirements

The PROVIDER agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost, and to purchase by means of a system of competitive bidding whenever required by law or whenever practical.

4. Prohibited Discrimination in Services.

The PROVIDER shall comply with all applicable Federal and State laws and regulations prohibiting the exclusion from participation, the denial of benefits, or the subjection to discrimination of any person from or under the services to be performed by the PROVIDER under this Agreement on prohibited grounds, such as on the ground of race, color, or national origin prohibited by Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and 45 C.F.R. Part 80; on the basis of age as prohibited by Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. §6102, and 45 C.F.R. Part 90; on the basis of sex in education programs and activities as prohibited by Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. §1681, and 45 C.F.R. Part 86; or on the basis of handicap as prohibited by Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and 45 C.F.R. Part 84.

5. Prohibited Discriminatory Employment Practices.

The PROVIDER shall comply with all applicable Federal and State laws and regulations prohibiting

discriminatory employment practices, such as to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to that individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin as prohibited by Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-2, and 29 C.F.R. Parts 1604, 1605, 1606, and 1607; to similarly discriminate against any individual because of such individual's age as prohibited by Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, and 29 C.F.R. Part 860; to similarly discriminate against any individual in employment in education programs and activities because of such individual's sex as prohibited by Section 901 of the Education Amendments of 1972, as amended, 20 U.S.C. §1681, and 45 C.F.R. Part 86E; to similarly discriminate against any individual because of such individual's handicap as prohibited by Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and 45 C.F.R. Part 84B; or to similarly discriminate against any individual because of such individual's race, sex, age, religion, color, ancestry, physical handicap, marital status, or arrest and court record that does not have a substantial relationship to the functions and

responsibilities of the prospective or continued employment as prohibited by Chapter 378, Hawaii Revised Statutes.

6. Fiscal Responsibility, Records, Control, Reports, and Monitoring Procedures

The PROVIDER agrees to maintain, in accordance with generally acceptable accounting practices, books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect current expenditures of any nature and those anticipated for the performance of this Agreement. The records shall be subject at all reasonable times to inspection, review, or audit by persons duly authorized by the DEPARTMENT, representatives of the Department of Attorney General, representatives of the Department of Accounting and General Services, and/or representatives of the Federal Department of Health and Human Services.

The PROVIDER agrees to collect statistical data of a fiscal nature and make statistical reports as required by the DEPARTMENT.

7. Program Records, Controls, Reports, and Monitoring Procedures

The PROVIDER agrees that a program and facilities review, may be conducted upon reasonable notice at any reasonable time by the State and Federal officials and other persons duly authorized by the DEPARTMENT. Program records, controls, reports

and monitoring procedures adopted jointly are described in the individual attachments.

The PROVIDER agrees to maintain records which include the names of eligible individuals as required by the DEPARTMENT, periodic program narrative, and statistical data.

The PROVIDER agrees to the exchange of reports as needed of services provided jointly to recipients, the exchange accorded the confidential treatment each agency prescribes. The procedures adopted jointly are described in the individual attachments.

8. Retention of Records

The PROVIDER agrees to retain all books, records, and other documents for a period of time determined by State and Federal statutes, State and Federal agreements entered into by the parties. Persons duly authorized by the DEPARTMENT shall have full access to and the right to examine any of said materials during said period.

9. Safeguarding Client Information

A provision to safeguard client information is agreed upon in order to insure confidential treatment each agency prescribes. The use of disclosure of any information concerning an applicant or recipient of services under this Agreement shall be subject to the limitations set